



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

**BOARD OF SUPERVISORS**

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Fifth District

June 3, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AMENDMENT NO. 4 TO AGREEMENT NO. H-210686  
WITH SIEMENS MEDICAL SOLUTIONS, INC.  
(1<sup>st</sup> 2<sup>nd</sup> and 5<sup>th</sup> Districts) (3 Votes)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Director of Health Services, or his designee, to sign the attached Amendment No. 4, (Exhibit I), to Agreement No. H-210686, for the continued provision of maintenance and repair services at Los Angeles County + University of Southern California Medical Center, Martin Luther King, Jr./Drew Medical Center, Olive View/UCLA Medical Center, Hubert H. Humphrey Comprehensive Health Center and Roybal Comprehensive Health Center; add new equipment for Hubert H. Humphrey Comprehensive Health Center and add equipment coming off warranty at Olive View/UCLA Medical Center to the Agreement, effective on a month-to-month basis, from July 1, 2004 through June 30, 2005 increasing the maximum County obligation for the additional equipment from \$858,160 to \$1,529,912, an increase of \$671,752, net County cost.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

Approval of Amendment No. 4 will ensure that essential maintenance and repair services to County-owned Siemens imaging equipment currently in use at LAC+USC Medical Center (LAC+USC), Martin Luther King, Jr./Drew Medical Center (King/Drew), Olive View/UCLA Medical Center (OV-UCLA), Hubert H. Humphrey Comprehensive Health Center (HHHCHC) and Edward R. Roybal Comprehensive Health Center (Roybal) will be maintained in accordance to manufacturer's performance standards. The Department is preparing a Request for Information (RFI) for maintenance

and repair services and anticipates this RFI will be completed prior to the expiration date of this Amendment.

FISCAL IMPACT/FINANCING:

The maximum obligation effective July 1, 2004 through June 30, 2005 is: \$288,384 for LAC+USC, \$200,820 for OV-UCLA, \$122,596 for King/Drew, \$47,500 for HHHCHC, and \$12,452 for Roybal for a total estimated sum of \$671,752.

Funding is included in Fiscal Year 2004-05 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 29, 1999, the Board approved the original agreement with Siemens Medical Systems, Inc.

Subsequently, Amendment No. 1 was approved on December 5, 2000 and Amendment No. 2 was approved on July 30, 2002.

On June 17, 2003, the Board approved an amendment with Siemens Medical Systems, Inc., extending the term on a month-to-month basis effective July 1, 2003 through June 30, 2004. The amendment added the newly approved Safely Surrendered Baby language and No Payment for Services Provided Following Expiration/Termination of Agreement. Inadvertently, the maximum obligation was stated incorrectly. On November 12, 2003, the Board approved Amendment No. 3 with the correct maximum obligation.

This Amendment will extend the maintenance and repair services term at various Department of Health Services' (Department) facilities for equipment that is currently under contract, add new equipment, and add equipment coming off warranty.

Amendment No. 4 has been approved as to form by County Counsel.

Additionally, this Amendment includes the most recently updated Board-mandated provisions for Contractor's Warranty of Adherence to County's Child Support Compliance Program and Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program, and Contractor Debarment language.

Attachment A provides additional information.

The contractor is in compliance with all Board and CAO mandated requirements.

The Department has determined that this is not a Prop A contract, therefore provisions of the Living Wage Program do not apply.

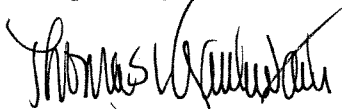
The Honorable Board of Supervisors  
June 3, 2004  
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of Amendment No. 4 will assure the continued provision of maintenance and repair services of imaging equipment at LAC+USC, King/Drew, OV-UCLA and Roybal, and add new equipment for HHHCHC, in addition to adding equipment coming off warranty for OV-UCLA.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:amb

Attachments (1)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

**SUMMARY OF AMENDMENT**

1. **TYPE OF SERVICE:**

Maintenance and repair services for imaging equipment at LAC+USC Medical Center (LAC+USC ) Martin Luther King, Jr./Drew Medical Center (King/Drew), Olive View/UCLA Medical Center (OV-UCLA ) Hubert H.Humphrey Comprehensive Health Center (HHHCHC) and Edward R. Roybal Comprehensive Health Center (Roybal).

2. **AGENCY ADDRESS AND CONTACT PERSON:**

Siemens Medical Solutions, Inc.  
13073 East 166<sup>th</sup> Street  
Cerritos, CA 90703  
Attention: Peter Ramirez  
Telephone: (800) 944-9012

3. **TERM:**

The term of Amendment No. 4 is from July 1, 2004 through June 30, 2005.

4. **FINANCIAL INFORMATION:**

The total maximum obligation for the period July 1, 2004 through June 30, 2005 is \$ 671,752.  
Funding is included in the Fiscal Year 2003-04 Proposed Budget.

5. **RESPONSIBLE FOR CONTRACT MONITORING:**

Appropriate Administrative staff at each facility.

6. **APPROVALS:**

LAC+USC and Roybal:	Pete Delgado, Chief Executive Officer
King/Drew and HHHCHC:	David Runke, Acting Chief Executive Officer
OV/UCLA:	Melinda Anderson, Chief Executive Officer
Contract Administration:	Irene E. Riley, Director
County Counsel (approval as to form):	Elizabeth Friedman, Senior Deputy County Counsel

EXHIBIT I

Contract No. H-210686

**IMAGING EQUIPMENT  
MAINTENANCE AND REPAIR SERVICES AGREEMENT**

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2004,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

SIEMENS MEDICAL SOLUTIONS,  
INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled  
"IMAGING EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT",  
dated June 29, 1999, and further identified as County Agreement  
H-210686, Amendment No. 1, dated December 5, 2000, Amendment No.  
2, dated July 30, 2002, and Amendment No. 3, dated November 12,  
2003 (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement  
to extend its term and to make the changes described hereinafter;  
and

WHEREAS, said Agreement provides that changes may be made in  
the form of a written amendment which if formally approved and  
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective July 1, 2004.

2. The term of the Agreement is hereby extended on a month-to month basis, for a maximum of twelve (12) months, from July 1, 2004 through June 30, 2005, unless sooner terminated by County.

3. That Exhibit B-1 be replaced with Exhibit B-2, attached hereto and incorporated herein as reference.

4. That Paragraph 39, MAXIMUM OBLIGATION, be revised as follows:

"39. MAXIMUM OBLIGATION: The maximum obligation for all services provided pursuant to this Amendment, shall not exceed \$671,752."

5. That Paragraph No. 24, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, be revised as follows:

"24. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Agreement are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all

applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b)."

6. That Paragraph 25, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, be revised as follows:

"25. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 24, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County

may terminate this Agreement pursuant to Paragraph 29, "Certain Events of Defaults", and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

7. That Paragraph 36, CONTRACTOR'S RESPONSIBILITY AND DEBARMENT, be revised as follows:

"36. CONTRACTOR'S RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other Agreements which indicates that Contractor is not responsible, County may in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements Contractor may have with County.

C. County may debar a Contractor if the Board

of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of an Agreement with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform an Agreement with County any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative

proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to (sub-contractors/subconsultants) of County Contractors."

8. Except for the changes set forth herein above, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical  
Officer

SIEMENS MEDICAL SOLUTIONS, INC.  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:

County Counsel

By \_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Irene E. Riley, Director  
Contract Administration

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05/12/04

